

JUDGE LYNCH

09 CIV 7390

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Attorneys for Plaintiff,
Daxin Petroleum Pte Ltd.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DAXIN PETROLEUM PTE LTD.,

Plaintiff,

- against -

OOO "SEVERNIIY BRIZ" a/k/a SEVERNIIY BRIZ,
OOO,

Defendant.



09 CV _____ ()

**VERIFIED
COMPLAINT**

Plaintiff, Daxin Petroleum Pte Ltd. ("Daxin" or "Plaintiff") by and through their attorneys, Holland & Knight LLP, for their verified complaint against OOO "Severniiy Briz" a/k/a Severniiy Briz, OOO ("Severniiy Briz"), alleges as follows:

1. This is a prejudgment attachment case of admiralty and maritime jurisdiction as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1333.

2. At all times material herein, Plaintiff Daxin was and is a business entity organized under the laws of a foreign country with a principal place of business at 65 Chulia Street #41-08 OCBC Centre, Singapore 049513.

3. At all times material herein, defendant Severniy Briz was a business entity organized under the laws of a foreign country with a place of business at 26 Radiosvyazi Street, Office 207, Petropavlovsk-Kamchatskiy, Russia.

4. On or about March 30, 2009, Daxin and Severniy Briz entered into a maritime contract requiring Daxin to supply marine fuel bunkers to nominated vessel(s) on the high seas ("Bunker Contract"). A true and correct copy of the Bunker Contract is attached hereto as Exhibit 1.

5. Clause 12 of the Bunker Contract incorporates the INCOTERMS 2000 with latest amendments, if not in conflict with the terms and conditions of the Bunker Contract.

6. The Bunker Contract set forth the delivery terms of "CIF one safe lightering place in the Sea of Okhotsk." "CIF" is a trade term meaning "Cost, Insurance and Freight."

7. The Bunker Contract provided for a price in U.S. Dollars, specifically, US\$515.00 per metric ton.

8. Clause 8 of the Bunker Contract states that payment for the bunkers is to be made "in USD [U.S. Dollars] by telegraphic transfer within **30 days** after day of delivery as specified in respective Bill of Lading (B/L) or Bunker Delivery Receipts (BDR to SELLER's [Daxin's] nominated bank" (emphasis in original).

9. The correspondent bank for Daxin's nominated bank as indicated in the Bunker Contract is a bank branch located in the United States.¹

10. Clause 8 further states that:

If BUYER [SEVERNIY BRIZ] does not make its payment in accordance with the Terms stipulated by this Contract, it agrees to pay in addition to the balance in

¹ In accordance with Fed. R. Civ. P. 5.2 and ECF Rules 21.3-21.4 the financial information for Daxin's bank has been redacted but it is available for the Court's *in camera* review. The name of the bank and branch is included in the Bunker Contract but not named here for confidentiality reasons.

full, interest on the overdue amount at the rate of 1,5% [sic] per month until both interest and principal are paid in full.

11. In accordance with the terms of the Bunker Contract, on or about April 6, 2009, Daxin provided 200.00 metric tons of bunkers to the motor vessel RYBAK (the "Vessel") in the Sea of Okhotsk. The Bunkering Delivery Receipt dated April 6, 2009 is stamped by the master of the Vessel indicating that the bunkers were received in good order. A true and correct copy of the Bunkering Delivery Receipt is attached hereto as Exhibit 2.

12. Daxin issued an invoice to Severniy Briz dated April 7, 2009 in the amount of US\$103,000.00 for the 200 metric tons of bunkers supplied to the Vessel under the Bunker Contract at the price set forth in the Bunker Contract of US\$515.00 per metric ton. A true and correct copy of the April 7, 2009 invoice is attached hereto as Exhibit 3.

13. Despite Daxin's due demands for payment, Severniy Briz has failed to pay Daxin the monies owed under the Bunker Contract and is thus in breach with respect thereto.

14. Clause 11 of the Bunker Contract states that it shall be governed by the laws of Singapore. With respect to jurisdiction and attorneys' fees, Clause 11 states as follows:

Buyer [Severniy Briz] agrees that an action may be brought in any court in Singapore to enforce this agreement and Buyer consents to the personal jurisdiction of Singapore. Seller [Daxin], may, in the alternative, elect to not commence an action in Singapore and may commence an action in any other competent court outside Singapore which has jurisdiction over Buyer or the vessel supplied. Seller is entitled to reasonable collection costs, including attorneys' fees.

Accordingly, Daxin is filing this suit against Severniy Briz as its primary proceeding.

15. It is estimated that it will take approximately two (2) years to resolve this matter. Under the terms of the Bunker Contract, interest is to be computed 1.5% per month, resulting in the following estimated interest and attorneys' fees in addition to Daxin's principal claim:

Interest (18% on \$103,000.00 for two years)	\$ 37,080.00
Attorneys' fees and costs:	\$ 25,000.00
<u>Principal Claim:</u>	<u>\$ 103,000.00</u>
Total Sought:	<u>\$ 165,080.00</u>

16. As is discussed above, the Bunker Contract dictates that payments under the Bunker Contract be made in U.S. Dollars through a correspondent New York bank.

17. Upon information and belief, the Vessel is engaged in fishing activities in Russian waters and Severniy Briz is selling its catch to a Chinese company, the payments for which are made in U.S. Dollars as is customary in the industry.

18. International electronic fund transfers in U.S. Dollars between a U.S. entity and a non-U.S. entity pass through intermediary banks in New York.

REQUEST FOR ATTACHMENT

19. Severniy Briz is not found within the Southern District of New York, but it does transact business in U.S. Dollars as evidenced by the Bunker Contract at issue here and its trade as a fishing vessel. Hence, the Defendant has, or will have during the pendency of this proceeding, assets, goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for the benefit of the Defendant, within the jurisdiction and held in the name(s) of OOO "Severniy Briz" and/or Severniy Briz, OOO with, upon information and belief, the following financial institutions: ABN Amro Bank; American Express Bank; Banco Popular; Bank of America, N.A.; Bank of China; Bank Leumi USA; The Bank of New York; Bank of Tokyo-Mitsubishi

UFJ Ltd.; BNP Paribas; Calyon Investment Bank; Citibank, N.A.; Commerzbank; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; Standard Chartered Bank; Société Générale; UBS AG; Wachovia Bank, N.A.; or any other financial institution within the Southern District of New York.

WHEREFORE, plaintiff Daxin Petroleum Pte Ltd. prays:

1. That a summons with process of prejudgment attachment and garnishment may issue against the defendant OOO "Severniy Briz" a/k/a Severniy Briz, OOO, in the amount of US\$165,080.00 (including estimated interest, costs and attorney's fees), and if defendant OOO "Severniy Briz" a/k/a Severniy Briz, OOO cannot be found, then that its goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible property which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for its benefit, within the district may be attached in an amount sufficient to answer Daxin's claim;

2. That defendant OOO "Severniy Briz" a/k/a Severniy Briz, OOO, and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;

3. That judgment be entered in favor of Daxin Petroleum Pte Ltd. and against OOO "Severniy Briz" a/k/a Severniy Briz, OOO in the amount of US\$165,080.00 (including estimated interest, attorneys' fees and costs); and,

4. That this Court grant Daxin Petroleum Pte Ltd. such other and further relief which it may deem just and proper.

Dated: New York, New York
August 21, 2009

HOLLAND & KNIGHT LLP

By: 

Francesca Morris
Lissa D. Schaupp
HOLLAND & KNIGHT LLP
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New York, New York 10007-3189
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lissa.schaupp@hklaw.com

Attorneys for Plaintiff,
Daxin Petroleum Pte Ltd.

VERIFICATION

STATE OF NEW YORK)

:SS.:

COUNTY OF NEW YORK)

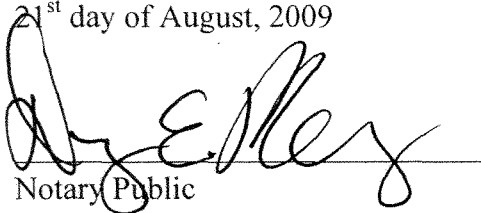
Francesca Morris, being duly sworn, deposes and says:

I am a member of the firm of Holland & Knight LLP, counsel for Daxin Petroleum Pte Ltd. ("Daxin"), plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Daxin's representatives and corresponded with Daxin's representatives regarding this matter. I am authorized by Daxin to make this verification, and the reason for my making it as opposed to an officer or director of Daxin is that there are none within the jurisdiction of this Honorable Court.



Francesca Morris

Sworn to before me this
21st day of August, 2009


Notary Public

8768091_v1

DIALYZ E. MORALES
Notary Public, State Of New York
No. 01MO6059215
Qualified In New York County
Commission Expires June 25, 2011

EXHIBIT 1



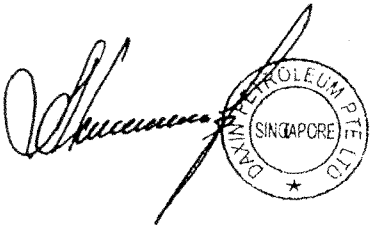
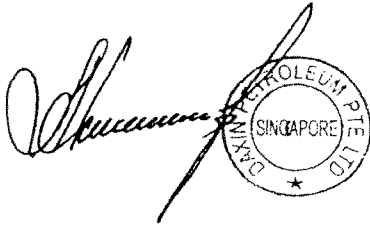
DAXIN PETROLEUM PTE LTD

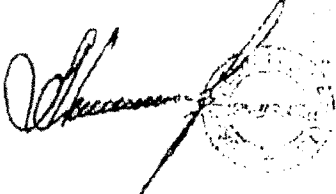

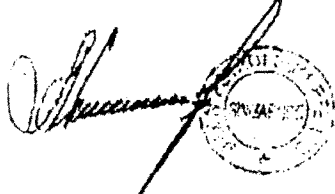

65 Chulia Street #41-08 OCBC Centre Singapore 049513
Tel: 65-65359933 Telex: RS 38875 DAXIN Fax: 65-65356969

<u>CONTRACT No.DP-300309-MA/IC</u>	<u>CONTRACT No.DP-300309-MA/IC</u>
<p>This Contract is made this 30th day of March, 2009 by and between:</p> <p>DAXIN PETROLEUM Pte Ltd., Singapore (hereinafter SELLERS), and</p> <p>ООО "SEVERNIY BRIZ", Petropavlovsk-Kamchatskiy, Russia (hereinafter BUYER) having agreed the following:</p>	<p>Настоящий Контракт заключен 30 марта 2009 г. между:</p> <p>DAXIN PETROLEUM Pte. Ltd., Singapore (в дальнейшем ПРОДАВЕЦ), и</p> <p>ООО «СЕВЕРНЫЙ БРИЗ», Петропавловск-Камчатский, Россия (в дальнейшем ПОКУПАТЕЛЬ), которые договорились о нижеследующем:</p>
<p>1. SUBJECT of CONTRACT: The SELLER has sold and the BUYER has bought required marine bunkering fuel(s) (hereinafter BUNKER) to be delivered onto BUYER nominated vessel(s) on high seas</p>	<p>1. ПРЕДМЕТ КОНТРАКТА: ПРОДАВЕЦ продал, а ПОКУПАТЕЛЬ купил судовое топливо (в дальнейшем БУНКЕР), поставляемый на судно (суда), номинированное ПОКУПАТЕЛЕМ, в открытом море.</p>
<p>2. BUNKER Marine Gas Oil (MGO) Fuel Oil IFO-30/40 cst</p>	<p>2. БУНКЕР Дизельное топливо (ДТ) Мазут IFO-30/40 cst</p>
<p>3. QUALITY To meet the requirements of Russian State Standards.</p>	<p>3. КАЧЕСТВО Качество поставляемого БУНКЕРА должно соответствовать российским стандартам (ГОСТу)</p>
<p>4. QUANTITY Gas Oil (GO): 200 MT +/-10% at SELLER's option IFO-30 cst: - nil</p>	<p>4. КОЛИЧЕСТВО Диз. топливо : 200 MT +/-10% в опционе Продавца Мазут IFO-30/40 : нет</p>
<p>5. QUALITY and QUANTITY DETERMINATION Quality/quantity as per Bunker Delivery Receipt (BDR) and/or Bill of Lading (B/L) to be final and binding for both parties. The data to be based on the tanker flow-meter readings and Certificate of Quality issued at tanker loadport</p>	<p>5. ОПРЕДЕЛЕНИЕ КОЛИЧЕСТВА и КАЧЕСТВА Количество и качество в соответствии с Бункерной Распиской или коносамента является окончательным для обеих сторон. Данные БР базируются на показаниях счетчика танкера и Сертификата Качества, выданного в порту погрузки танкера.</p>
<p>6. DELIVERY TERMS CIF one safe lightering place in the Sea of Okhotsk within April 1 - 6, 2009 (WP) onto BUYER's nominated vessels "RYBAK", by mt "MARIN ALIANCE" Tel. 870 763 712 089 and/or MT "ICHA" tel. 7-9542305630. Both tanker and bunkered vessel are to cooperate in scheduling the bunkering all the time avoiding time losses. Partial delivery is permitted.</p>	<p>6. УСЛОВИЯ ПОСТАВКИ Поставка осуществляется на условиях СИФ Охотское Море в течении 1 - 6 апреля 2009 г. (если позволит погода) на суда ПОКУПАТЕЛЯ «РЫБАК» с танкера «МАРИН АЛЬЯНС» Тел. 870 763 712 089 и/или МТ «ИЧА» Тел. 7-9542305630 И танкер и бункеруемое судно должны способствовать соблюдению сроков бункеровки, избегая потерь времени. Поставка частями возможна.</p>
<p>7. SALE PRICE MGO: USD 515.00/pmt IFO-30/40 :</p>	<p>7. ЦЕНА Дизельное топливо (ДТ) : 515.00 долл.США/тонну Мазут IFO-30/40 :</p>
<p>8. PAYMENT TERMS Payment for BUNKER delivered under this Contract shall be made by BUYER in full, free and clear of any deductions against fax copies of SELLER's commercial invoice and BDR (B/L) in USD by telegraphic transfer</p>	<p>8. УСЛОВИЯ ОПЛАТЫ Оплата стоимости БУНКЕРА, поставленного по Настоящему Контракту, должна быть выполнена ПОКУПАТЕЛЕМ в полном объеме против факсовых копий коммерческого инвойса ПРОДАВЦА и</p>

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March 30, 2009
"SEVERNIY BRIZ"

<p>within 30 days after day of delivery as specified in respective Bill of Lading (B/L) or Bunker Delivery Receipts (BDR) to SELLER's nominated bank</p> <p>CORRESPONDENCE BANK:</p> <p>SWIFT ADDRESS: PAY TO:</p> <p>SWIFT ADDRESS: BENEFICIARY: DAXIN PETROLEUM PTE LTD ACCOUNT N</p> <p>If BUYER does not make its payment in accordance with the Terms stipulated by this Contract, it agrees to pay in addition to the balance in full, interest on the overdue amount at the rate of 1,5% per month until both principal and interest are paid in full.</p>	<p>бункерной расписки (коносамента) в течении 30 дней со дня бункеровки телеграфным переводом в долларах США по реквизитам ПРОДАВЦА</p> <p>CORRESPONDENCE BANK:</p> <p>SWIFT ADDRESS: I PAY TO:</p> <p>SWIFT ADDRESS BENEFICIARY: DAXIN PETROLEUM PTE LTD ACCOUNT NO</p> <p>Если ПОКУПАТЕЛЬ не оплатит стоимость БУНКЕРА в соответствии с условиями настоящего Контракта, Он должен будет оплатить дополнительно банковский интерес на просроченную сумму исходя из 1,5% в месяц.</p>
<p>9. TITLE and RISKS Title and Risk for the received BUNKER will pass from SELLER to BUYER when the BUNKER passes permanent flange connection of BUYER's bunkering vessels.</p>	<p>9.ПРАВО СОБСТВЕННОСТИ и РИСКИ Право собственности и риски на поставленный БУНКЕР переходят от ПРОДАВЦА к ПОКУПАТЕЛЮ в момент пересечения БУНКЕРОМ постоянного фланцевого соединения бункеруемого судна.</p>
<p>10. FORCE MAJEURE Neither SELLER nor BUYER shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than obligation to make payment, where such failure or delay is caused by Force Majeure, being any event, occurrence or circumstance reasonably beyond the control of that party, including but without prejudice to the generality of the foregoing, failure or delay caused by or resulting from acts of God, strikes, fires, floods, wars (whether declared or undeclared), riots, destruction of the oil, delays of Carriers due to breakdown or adverse weather, perils of the sea, embargoes, accidents restrictions imposed by any governmental authority (including allocations).</p>	<p>10. ФОРС-МАЖОР Ни продавец, ни покупатель не будут нести ответственность за любой ущерб, за невыполнение или задержку в выполнении любых обязательств, за исключением обязательств по производству оплаты, в том случае если такое невыполнение или задержка вызваны форс- мажорными обстоятельствами. Такими обстоятельством являются случаи выходящие за рамки разумного контроля стороны, по вине которой происходит такая задержка или невыполнение, включая, но не ограничиваясь, ситуации возникшие в результате стихийных бедствий, забастовок, наводнений, войн (объявленных или необъявленных), массовых беспорядков, уничтожения топлива, задержек перевозчиков, вызванных погодными условиями, морскими происшествиями, эмбарго, несчастных случаев и ограничений, наложенных правительственными органами (включая квоты)</p>
<p>11.GOVERNING LAW and ARBITRATION This agreement and the sale of product hereunder shall be deemed made and performed in the Republic of Singapore, regardless of where product is physically supplied. This agreement and any such sale shall be governed by the laws of Singapore, whichever controls, including Singapore maritime lien and maritime claim laws, but not including the laws relating to conflicts of law.</p> <p>Buyer agrees that an action may be brought in any court in Singapore to enforce this agreement and Buyer consents to the personal jurisdiction of Singapore. Seller, may, in the alternative, elect not to commence an action in Singapore and may commence an action in any other competent court outside Singapore which has</p>	<p>11.ПРИМЕНИМОЕ ЗАКОНОДАТЕЛЬСТВО и АРБИТРАЖ Настоящее соглашение и продажа товара в соответствии с ним должны рассматриваться как произведенные и выполненные в Республике Сингапур, независимо от того, куда физически поставляется товар. Настоящее соглашение и любая продажа регулируются законодательством Сингапура, включая законодательство о морском залоге и морском требовании Сингапура, безотносительно коллизионных норм законодательства.</p> <p>Покупатель выражает согласие с тем, что судебный процесс может быть начат в любом суде Сингапура с целью принудительного осуществления в судебном порядке настоящего соглашения и признает личную ответственность перед юрисдикцией Сингапура. Продавец может в качестве альтернативы принять</p>

jurisdiction over Buyer or the vessel supplied. Seller is entitled to reasonable collection costs, including attorneys' fees.	решение не начинать судебный процесс в Сингапуре, а начать его в любом другом компетентном суде за пределами Сингапура, в чьей юрисдикции находится покупатель или судно-получатель. Продавец имеет право на приемлемое возмещение затрат, связанных со сбором оплаты, включая стоимость адвокатских услуг
12. GENERAL TERMS and CONDITIONS If not in conflict with above terms and conditions INCOTERMS 2000 with latest amendments to apply	12. ОБЩИЕ УСЛОВИЯ Если это не противоречит условиям настоящего Контракта, к нему применимы условия ИНКОТЕРМС 2000 с последующими дополнениями.
13. SPECIAL TERMS and CONDITIONS Amendments, if any, are valid if they're made in written and signed by authorized representative by both parties. Fax/E-mail correspondence are acceptable. The Terms and Conditions of this Contract to be kept strictly private and confidential.	13. ОСОБЫЕ УСЛОВИЯ Дополнения и изменения к настоящему Контракту входят в силу, если они выполнены в письменной форме и подписаны полномочными представителями обеих сторон. Факсовая (эл.почта) переписка правомочны. Условия настоящего Контракта являются строго конфиденциальными.
LEGAL ADDRESS of the PARTIES DAXIN PETROLEUM Pte Ltd 65 Chulia Street #41-08 OCBC Centre, Singapore 049513  ALEXANDER MOSKALEV ООО "SEVERNIY BRIZ" Location: 26 Radiosvyzi Street office #207 Petropavlovsk-Kamchatskiy, Russia Correspondent bank with Bank of New York, New York, Head Office, USA. for JSC VTB, Khabarovsk branch, Khabarovsk, RUSSIA. SWIFT: for Bank of KAMCHATKA, Ltd. Account № 3/ in favor of "SEVERNIY BRIZ" CO., LTD., ACCOUNT#	ЮРИДИЧЕСКИЕ АДРЕСА СТОРОН, ПОДПИСИ DAXIN PETROLEUM Pte Ltd 65 Chulia Street #41-08 OCBC Centre, Singapore 049513  АЛЕКСАНДР МОСКАЛЕВ ООО «СЕВЕРНЫЙ БРИЗ» Ул. Радиосвязи д. 26, офис № 207 Петропавловск-Камчатский, Россия Correspondent bank Account: with Bank of New York, New York, Head Office, USA. SWIFT: ! for JSC VTB, Khabarovsk branch, Khabarovsk, RUSSIA. SWIFT: V for Bank of KAMCHATKA, Ltd. Account № in favor of "SEVERNIY BRIZ" CO., LTD., ACCOUNT# 4
Belik I.A. GENERAL DIRECTOR	Белик И.А. ГЕНЕРАЛЬНЫЙ ДИРЕКТОР

<p>Jurisdiction over Buyer or the vessel supplied. Seller is entitled to reasonable collection costs, including attorney's fees.</p>	<p>Уставление не начинать судебный процесс в Сингапуре, а начать его в любом другом компетентном суде за пределами Сингапура, в чьей юрисдикции находится покупатель или судно-получатель. Продавец имеет право на приемлемое возмещение затрат, связанных со сбором оплаты, включая стоимость адвокатских услуг.</p>
<p>12. GENERAL TERMS and CONDITIONS If not in conflict with above terms and conditions, INCOTERMS 2000 with latest amendments apply.</p>	<p>12. ОБЩИЕ УСЛОВИЯ Если это не противоречит условиям настоящего Контракта, к нему применимы условия ИНКОТЕРМС 2000 с последующими дополнениями.</p>
<p>13. SPECIAL TERMS and CONDITIONS Amendments, if any, are valid if they are made in writing and signed by authorized representative by both parties. Fax/E-mail correspondence are acceptable. The Terms and Conditions of this Contract are kept strictly private and confidential.</p>	<p>13. ОСОБЫЕ УСЛОВИЯ Дополнения и изменения к настоящему Контракту будут в силе, если они выполнены в письменной форме и подписаны полномочными представителями обеих сторон. Факсовая (электронная) переписка приемлемы. Условия настоящего Контракта являются строго конфиденциальными.</p>
<p>LEGAL ADDRESS of the PARTIES</p> <p>DAXIN PETROLEUM Pte Ltd 65 Chulia Street #41-08 OCBC Centre, Singapore 049513</p>  <p>ALEXANDER MOSKALIEV</p> <p>ООО "СЕВЕРНЫЙ БРИЗ" Location: 26 Radiovyzi Street Office #207 Petropavlovsk-Kamchatskiy, Russia Correspondent bank Account: J with Bank of New York, New York, Head Office, USA. SWIFT for JSC VTB, Khabarovsk branch, Khabarovsk, RUSSIA. SWIFT: for Bank of KAMCHATKA, Ltd. Account № in favor of "SEVERNIY BRIZ" CO., LTD., ACCOUNT#.</p>  <p>Beik I.A. GENERAL DIRECTOR</p>	<p>ЮРИДИЧЕСКИЕ АДРЕСА СТОРОН, ПОДПИСИ</p> <p>DAXIN PETROLEUM Pte Ltd 65 Chulia Street #41-08 OCBC Centre, Singapore 049513</p>  <p>АЛЕКСАНДР МОСКАЛЕВ</p> <p>ООО "СЕВЕРНЫЙ БРИЗ" Ул. Радиовязи д. 26, офис № 207 Петропавловск-Камчатский, Россия Correspondent bank Account: № with Bank of New York, New York, Head Office, USA. SWIFT: for JSC VTB, Khabarovsk branch, Khabarovsk, RUSSIA. SWIF for Bank of KAMCHATKA, Ltd. Account № / In favor of "SEVERNIY BRIZ" CO., LTD., ACCOUNT#.</p>  <p>Виктор И. ГЕНЕРАЛЬНЫЙ ДИРЕКТОР</p>

HSB Contract # DP-300309-MV
March 30, 2009
"SEVERNIY BRIZ"

EXHIBIT 2



DAXIN PETROLEUM PTE LTD

65 Chulia Street #39-05 / 06 OCBC Centre Singapore 049513 Tel: 5359933 Telex: RS 38875
DAXIN Fax: 5356969

BUNKERING DELIVERY RECEIPT СУДОВАЯ БУНКЕРНАЯ РАСПИСКА No.3/02

<i>Vessel name / Название судна</i>	ТСМ «РЫБАК»			
<i>Shipowner / Судовладелец</i>	ООО «СЕВЕРНЫЙ БРИЗ»			
<i>Bunkering vessel / Бункеровщик</i>	т/к «ИЧА» ООО «ПО КАМАГРО»			
<i>Charterer / Фрахтователь</i>	DAXIN Petroleum Pte Ltd., Singapore			
<i>Date of supply / Дата бункеровки</i>	06.04.2009			
<i>Alongside vessel / Пришвартовался</i>	φ=54°01N; λ=155°25E			
<i>Pumping started / completed</i> Начало бункеровки / окончание	12:40 / 15:30			
Main specification data Основные показатели топлива	Bunker grade / Вид топлива			
	F - 5	IFO-180	MDO	MGO
<i>Viscosity, cst at 20° C</i> Вязкость, ссч при 20 ° C				1.44
<i>Density at 20 ° C, kg/m³</i> Плотность, при 20 ° C, кг/м³				0.8457
<i>Flash point, ° C</i> Температура вспышки, ° C				73
<i>Pour Point, deg.C</i> Температура застывания, град.C				-12
<i>Sulphur, %</i> Сера, %				0.33
<i>Water, %</i> Вода, %				НЕТ
<i>Tank temperature, ° C</i> Температура выданного топлива, ° C				-2
<i>Volume, m³</i> Объем, м³				232.190
<i>Weight, mt</i> Вес, мт				200.000
Bunker/samples received in good order Бункер и пробы приняты в хорошем состоянии. I, Master of ТСМ «РЫБАК» ООО «СЕВЕРНЫЙ БРИЗ» confirm that the vessel has been cleared by the Custom and Port Authorities. Я, капитан судна ТСМ «РЫБАК» ООО «СЕВЕРНЫЙ БРИЗ» подтверждаю, что судно оформлено таможенными и пограничными властями. Master Капитан Н.Н.Н./ Chief engineer Старший механик Шварёв В.Н./ Seal Печать		For and on behalf of DAXIN Petroleum Master of supplying vessel Капитан т/к «ИЧА» Корсаков В.И./ Seal Печать		

EXHIBIT 3


DAXIN PETROLEUM PTE LTD
INVOICE

GST REG. No : M2-0093104-1
Registration No : 199002246C

SOLD TO RYBAK
 AND HER OWNERS/OPERATORS
 SEVERNIY BRIZ, OOO
ADDRESS 26 RADIOSVYAZI STREET, OFFICE 207
 PETROPAVLOVSK-KAMCHATSKIY, RUSSIA

INVOICE DATE : 7 APR 2009
INVOICE NO. DSS229/09
CONTRACT NO. DP-300309-MA/IC
TERMS NET 30 DAYS
DUE DATE 6 MAY 2009

DESCRIPTION	AMOUNT
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WE CHARGED YOUR ACCOUNT AS FOLLOWS:-

BUYER'S VESSEL : RYBAK
PRODUCT : MGO
QUANTITY : 200 MT
PRICE : USD 515.00/MT
DELIVERY DATE : 6 APRIL 2009
LOCATION : SEA OF OKHOTSK
TANKER : MT ICHA
BDR : # 3

INVOICE AMOUNT : USD 103,000.00

USD 103,000.00

PLEASE TELEGRAPHIC TRANSFER THE ABOVE SUM TO
 BANKING DETAILS AS FOLLOWS.

SWIFT ADDRESS :
 FOR A/C OF DAXIN PETROLEUM PTE LTD
 A/C NO

VIA CORRESPONDENCE BANK
SWIFT ADDRESS

REMARKS : INVOICE DSS229/09



Handwritten signature